

Southern LINC  
Bin 79490  
5555 Glenridge Connector  
Suite 500  
Atlanta, Georgia 30342

00-193  
DOCKET FILE COPY ORIGINAL

April 15, 2002



VIA FEDERAL EXPRESS

Mr. David Thayer  
Vice President, Business Operations  
Nextel Partners, Inc.  
10120 West 76<sup>th</sup> Street  
Eden Prairie, MN 55344

JUN 28 2002  
FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

Re: Roaming Agreement Between Nextel Partners and Southern LINC

Dear David:

I am writing you in response to Nextel Partners CEO John Chapple's letter of February 28, 2002, to Southern LINC CEO, Robert Dawson, regarding the above-referenced matter (Attachment A). In spite of the letter's argumentative tone and its inclusion of baseless accusations, Southern LINC is making this final effort to get Nextel Partners to participate in good faith negotiations toward a roaming agreement.

Mr. Chapple states that Nextel Partners has already negotiated in good faith with Southern LINC. While you and I have had sometimes-pleasant conversations in the past, Mr. Chapple's statement is untrue. As you are aware, at the outset Nextel Partners attended negotiations between Nextel and Southern LINC, which created the distinct impression that the two parties were negotiating as one. Later, Nextel Partners refused to honor the pricing concessions made by Nextel during this negotiation. Still later, Nextel Partners verbally consented to sign an agreement largely similar to the agreement reached with Nextel, but only if certain reprehensible conditions were met. These conditions included the exclusion of select markets from the agreement, and the imposition of an exorbitant pricing structure. Southern LINC continues to believe that good faith negotiations must include recognition by Nextel Partners that the FCC's rules require that Nextel Partners offer a reasonable, non-discriminatory rate for roaming. Furthermore, the Commission's rules provide no basis for Nextel Partners to arbitrarily refuse to allow roaming in certain markets.

In his letter, Mr. Chapple also mistakenly argues that whether or not our subscribers can reach 911 in Nextel Partners coverage area is irrelevant. Southern LINC finds the ability to make life-saving 911 calls to be extremely relevant—as does the FCC.

Mr. David Thayler

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Finally, it is deeply offensive that Mr. Chapple would make a gauche attempt to cloud the issue by raising vague allegations about unfair and deceptive business practices. It is particularly ironic that he would introduce such allegations in this manner, as Nextel Partners has never before raised these issues with Southern LINC. Moreover, without providing specifics, he accuses Southern LINC of the very conduct that Southern LINC has documented to Nextel Partners on multiple previous occasions. In letters to Nextel Partners, we have addressed specific concerns about actions of Nextel Partners personnel, and I have attached here the most recent correspondence on this topic for your reference (Attachment B). Using vague, undocumented, and unsubstantiated claims in a not-so-subtle effort to distract from the real matter at hand will not impress the FCC. Mr. Chapple's letter illustrates why we have failed to make progress toward a roaming agreement. Nextel Partners continues to show bad faith throughout our discussions.

Mr. Chapple's letter concludes, "it's time we recognize we conduct business in a very competitive environment." We agree. But competition has been fostered by the FCC's rules, which among other things still require the provision of roaming service. Nextel Partners cannot put itself above the FCC's rules, and it must come into compliance in this matter.

Nextel Partners has failed to respond to numerous requests by Southern LINC for an in-person meeting where genuine good-faith negotiations would take place. Moreover, Nextel Partners has failed to provide any information on why it would need to exclusively charge Southern LINC a higher rate than that charged by Nextel, while other roaming partners get the same rate from both companies. Nevertheless, to give Nextel Partners a final opportunity to comply with the Commission's rules, we have enclosed a draft roaming contract reflecting what we believe to be more than reasonable terms. By May 1, please send in writing any desired changes, or please contact us immediately to suggest a time and place for a meeting to discuss the document.

Very truly yours,



Michael D. Rosenthal  
Director of Regulatory Affairs

Attachments

cc: ✓ Commissioner Michael K. Powell  
Commissioner Kathleen Q. Abernathy  
Commissioner Michael J. Copps  
Commissioner Kevin J. Martin  
Mr. John Chapple, President and CEO, Nextel Partners, Inc.  
Don Manning, Vice President & General Counsel  
Morgan O'Brien, Vice Chairman, Nextel Communications, Inc.  
Glen S. Nash, Board of Officers, APCO International



February 28, 2002

Via FedEx

REC'd  
3/7

Mr. Robert G. Dawson  
President  
Southern LINC  
5555 Glenridge Connector, Ste. 500  
Atlanta, GA 30342

Re: Roaming Agreement Between Nextel Partners and Southern LINC

Dear Mr. Dawson:

I am in receipt of your February 8, 2002 correspondence regarding the above-referenced matter. I wish to reiterate Nextel Partners' commitment to enter into a mutually satisfactory roaming agreement with Southern LINC. At the same time, I believe that it is inappropriate for Southern LINC to draw the FCC *ex parte* into what are clearly business negotiations between our two companies. Further, I find it disturbing that you copy the FCC on a letter that contains self-serving and incorrect statements meant to tarnish Nextel Partners' relationship with the FCC.

As you well know, Southern LINC completed a roaming agreement with Nextel Communications in November of 2001. I understand that negotiations for that agreement lasted over six (6) months and that throughout the negotiations, Nextel Communications made it clear that they could not speak or negotiate on behalf of Nextel Partners. While Nextel Communications, through one of its subsidiaries, maintains an ownership interest in Nextel Partners, Nextel Partners is a completely separate company. Nextel Partners has its own cost structure, its own business plan, its own banking and investor relationships and is separately traded on NASDAQ.

Nevertheless, at the conclusion of Southern LINC's negotiations with Nextel Communications in November of 2001, Nextel Partners began negotiations to enter into a roaming agreement with Southern LINC that was based almost entirely on the agreement you had just concluded with Nextel Communications. In fact, in October of 2001, Mr. Thaler of Nextel Partners provided Mr. Rosenthal of your company with a complete agreement substantially similar to the Nextel Communications agreement. Since that time, Southern LINC has never made a single counter-proposal to our offer. Instead, you began your letter writing campaign with the FCC. To be perfectly clear, Nextel Partners again offers Southern LINC the same, fully negotiated agreement first presented to you over four months ago. Again, we await a meaningful, fair and reasonable response.

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Southern LINC argues incorrectly that it is automatically entitled to the same roaming rates with Nextel Partners that it has negotiated with Nextel Communications. Nextel Partners has determined the proposed rates based on Nextel Partners' unique cost structure, business model and other factors. Comparing Nextel Partners to Nextel Communications for purposes of these negotiations is like comparing apples to oranges. That said, any reasonable offer you make will be given due consideration by Nextel Partners and we encourage reasonable negotiations between our two companies, preferably without the need to waste anyone's time including the FCC. To date, when asked to do so, your company has never made any alternative offer other than to insist that you were automatically entitled to the same roaming rates reached with Nextel. Such statements do little to enhance any meaningful negotiations.

You also assert that your customers cannot utilize E-911 services when roaming in a Nextel Partners service area. This statement is clearly irrelevant to the roaming agreement negotiations between our companies. As you well know, Southern LINC and Nextel Communications have been working since November to implement the technical requirements surrounding your roaming agreement. That agreement clearly contemplates a period of time in which both parties are required to make certain adjustments to their respective networks in order to implement roaming. Obviously, this would be the case with our companies as well.

Further, your E-911 comments are particularly ill-conceived given Southern LINC's failure to date to build out its network in key Southern cities like Jackson, Mississippi and Tallahassee, Florida – cities where Southern LINC already owns licenses, but has chosen not to implement an iDEN network.

As a final point, please take notice that it is Southern LINC that has engaged in unfair and deceptive business practices. Your sales people, in an attempt to lure our customers away, are falsely stating that Southern LINC is in the process of purchasing Nextel Partners. Before you began your letter writing campaign to the FCC, we were content to largely ignore these absurd statements and rely on our customers' good sense and loyalty. However, now that you have made your accusations, it is only appropriate that we provide a complete record. Nextel Partners hereby demands that you take immediate and appropriate action to put a stop to this conduct.

In closing, Nextel Partners is willing to engage in fair, reasonable and productive negotiations with Southern LINC regarding a mutually acceptable roaming agreement. A self-serving letter writing campaign that unnecessarily wastes valuable time and resources of both our company and the FCC is not reasonable or productive. While your company is the product of monopolistic origins, it's time to recognize we conduct business in a very competitive environment and must find a way to reach satisfactory solutions to the benefit of all, particularly our customers.

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If and when, Southern LINC intends to engage in meaningful negotiations with respect to an automatic roaming agreement, please direct future correspondence to David Thaler, Vice President of Business Operations, who has to date, heard nothing from your company in this matter since October of 2001. If Southern LINC wishes to continue a paper battle before the FCC, please direct all correspondence to Donald J. Manning, Vice President and General Counsel.

Sincerely,

A handwritten signature in black ink, appearing to read "John Chapple", written over a large, stylized "C" that also serves as a checkmark.

John Chapple  
President and Chief Executive Officer

cc: Commissioner Michael K. Powell  
Commissioner Kathleen Q. Abernathy  
Commissioner Michael J. Coops  
Commissioner Kevin J. Martin  
Morgan O'Brien, Vice Chairman, Nextel Communications  
David Thaler, Vice President, Business Operations, Nextel Partners  
Don Manning, Vice President & General Counsel

Attachment B

# TROUTMAN SANDERS LLP

ATTORNEYS AT LAW  
A LIMITED LIABILITY PARTNERSHIP

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TELEPHONE 404-885-3000  
FACSIMILE 404-885-3800

Kenneth Thompson, Jr.  
ken.thompson@troutmansanders.com

Direct Dial 404-885-2553  
Direct Fax 404-952-6868

February 25, 2002

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

COPY

Mr. John Chapple  
President, Chief Executive Officer  
and Chairman of the Board  
Nextel Partners, Inc.  
4500 Carillon Point  
Kirkland, Washington 98033

Dear Mr. Chapple:

As you know, this firm has been retained by Southern Communication Services, Inc. d/b/a Southern LINC in regard to certain misrepresentations being made by employees and dealers of Nextel Partners concerning Southern LINC. I previously wrote to you about this issue on January 4, 2002. Yet, we are informed that employees and dealers of Nextel Partners continue to make misrepresentations to third parties and current Southern LINC customers, that Nextel Partners, Inc. is acquiring Southern LINC and that Southern LINC's products and services will be curtailed. Please be advised that Southern LINC is taking these matters very seriously.

This latest information concerns misrepresentations made by Digital Connection and Nexcall Communications, both of which are Nextel Partners dealers in Mobile, Alabama. Representatives of Digital Connection are representing to third parties and current Southern LINC customers that Nextel is acquiring Southern LINC. As I indicated in my previous letter, such representations are in clear violation of a nondisclosure agreement with Southern LINC. Nexcall Communications is misrepresenting to third parties and current Southern LINC customers that Southern LINC's offerings of products and services will soon be curtailed.

I hereby reiterate my request that you direct employees, agents and dealers of Nextel Partners to cease and desist from making any further representations to third parties, and to current Southern LINC customers, regarding a purported change in ownership of Southern LINC or any misrepresentations regarding Southern LINC's products and services. Given the lack of a

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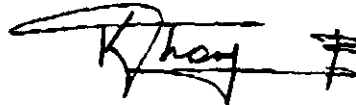
TROUTMAN SANDERS LLP  
ATTORNEYS AT LAW  
A LIMITED LIABILITY PARTNERSHIP

Mr. John Chapple  
February 25, 2002  
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response to my previous letter, I can only conclude that it was ignored. I would greatly appreciate receiving a response regarding Nextel Partners' efforts to end the conduct described herein.

If you have any questions or concerns regarding this matter, please contact me as soon as possible.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Thompson, Jr.", with a stylized flourish at the end.

Kenneth Thompson, Jr.

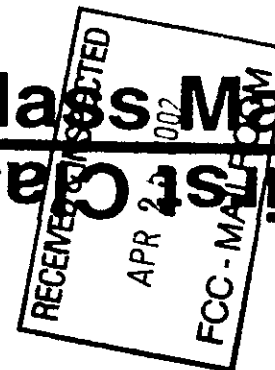
KTjr/tlg  
cc: Mr. Michael D. Rosenthal



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